

Union Pacific Corporation

0100385019



Jack E. Jerrett
Senior Corporate Attorney

RECORDATION NO. 10945-B FILED 1425

SEP 30 1994 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

September 27, 1994

FEDERAL EXPRESS

Sidney L. Strickland
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Re: Union Pacific Railroad Company
Equipment Trust Number 1 of 1980

RECEIVED
OFFICE OF THE
SECRETARY
SEP 30 - 10 23 AM '94
LICENSING BRANCH

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of September 20, 1994, by Chemical Bank, as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 10945.

I have enclosed a fee of \$18. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:cee
Enclosures
cc: Michael J. Staffenbeal

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BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 10945-B
FILED 1425
SEP 30 1994 10:30 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Chemical Bank, a New York corporation, as trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of September 1, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on October 24, 1979 and assigned Recordation No. 10945; and a First Supplemental Agreement, dated as of August 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on July 28, 1980 and assigned Recordation No. 10945-A (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$23,800,000.00 aggregate principal amount of Union Pacific Railroad Equipment Trust No. 1 of 1980 Equipment Trust Certificates; and

WHEREAS, on September 1, 1994 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has

performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

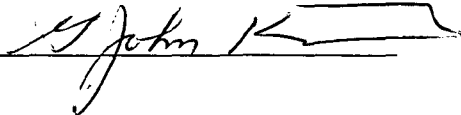
WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

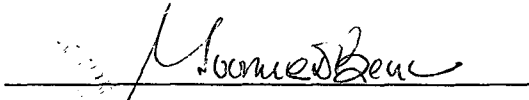
IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 20 day of September, 1994.

CHEMICAL BANK,

As Trustee

By: 

Attest:



STATE OF NEW YORK

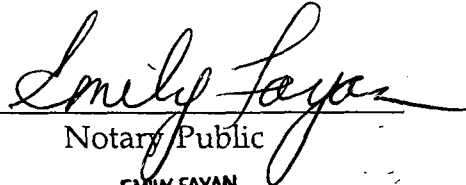
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) ss:

COUNTY OF NEW YORK

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On this 20 day of September 1994, before me personally appeared Yvonne D. Benn, to me personally known, who being by me duly sworn, said that he is a Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



Notary Public
EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1995

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SCHEDULE A

UNION PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST SERIES #1 OF 1980
DESCRIPTION OF EQUIPMENT AS OF SEPTMEBER 1, 1994

LOCOMOTIVES

UP	3630	UP	2460
UP	3631	UP	2461
UP	3632	UP	2462
UP	3633	UP	2463
UP	3634	UP	2464
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